

*PRODIGY[®] Service
Member Agreement*



PRODIGY® Service Member Agreement

1. Introduction

By enrolling in the PRODIGY service, you become a Member, and agree to be bound by this Agreement. If you do not wish to be bound by this Agreement, please do not enroll in the PRODIGY service. Enrollment is explained in the PRODIGY Service Start-up Kit. This Agreement is subject to change by Prodigy Services Company (“Prodigy”) at any time, and changes are effective upon notice to each Member.

The PRODIGY service is an interactive information and transaction service, accessible by personal computer over telephone lines. Prodigy is the provider of the PRODIGY service.

The PRODIGY service is provided only to **Members**. One type of Member, called the **Membership Holder**, may authorize up to 5 other people residing with the Membership Holder as additional Members. Up to 6 people residing together may therefore use the service for a single membership fee. The responsibilities of the Membership Holder and Members differ, as discussed in Section 2 of this Agreement. Members must be individuals, and not firms or businesses.

2. Membership Responsibilities

Membership Holders are responsible for payment of all service fees and special services incurred by themselves and Members they have authorized, and for use of the PRODIGY service and for payment of all charges, including merchandise or services purchased through the service, incurred by themselves and Members they have authorized who are minors. Membership Holders may not be minors. Membership Holders may receive information that supports charges for use of the PRODIGY service by themselves and their authorized Members. Each Member is responsible for the payment of merchandise or services purchased through the service.

PRODIGY is a registered service mark and trademark of Prodigy Services Company.

Membership may not be assigned or transferred to any other person or entity.

Members may not place orders on the PRODIGY service using any expired, false or unauthorized credit card, and must promptly inform Prodigy of the following: changes in the expiration date of any credit card they use in connection with the PRODIGY service; changes in their home or billing address and, for Membership Holders, changes in the home address of any Member they have authorized.

Additionally, Members must promptly inform Prodigy of apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID, password or credit card. Until Prodigy is notified under Section 9, or by telephone at 1-914-962-0310, of a breach of security, the Member will remain liable for any unauthorized use of the PRODIGY service.

The PRODIGY service is provided for personal use by Members and may not be resold, in whole or part, or otherwise commercially exploited by any Member.

3. Fees and Payment

Some or all of the following fees may be incurred by Members:

PRODIGY Service Fees.

The Membership Holder is responsible for paying periodic service fees according to then-current billing terms. Prodigy reserves the right to change fees or institute new fees at any time, effective upon 30 days notice to the Membership Holder. Prodigy will refund any unused portion of service fees upon termination.

Special Services.

The Membership Holder is responsible for paying for special services offered by Prodigy and provided to authorized Members. Usage of certain features of the service, such as messaging, above levels established from time to time by Prodigy may also be subject to additional charges.

Merchandise, Services and Information.

Members may order, and are responsible for paying for, a variety of merchandise or services from Merchants through the PRODIGY service. Merchants are independently owned and operated businesses. The purchase, payment, warranty, guarantee, delivery, maintenance and all other matters concerning merchandise, services, or information ordered from Merchants are solely between the Member and the Merchant. Prodigy shall in no event be deemed a party to such transactions or be liable for any actions or inactions of Members or Merchants. All orders are subject to acceptance by Merchant.

4. Termination of the PRODIGY Service

A PRODIGY service membership may be terminated at any time, and without cause, by either Prodigy or a Member upon notification to the other. Members are liable for any charges incurred by them until termination of service. Service to Members authorized by Membership Holders may be terminated by Prodigy at the request of the Membership Holder. Termination of service to the Membership Holder automatically terminates service to all Members authorized by that Membership Holder. Upon termination of service to any Member, the license to use the PRODIGY[®] software, set forth in Section 6, is also terminated as to that Member.

5. Access to the PRODIGY Service

Members are responsible for providing all personal computer and communications equipment necessary to gain access to the PRODIGY service. In most cases, Prodigy will provide a local telephone number for accessing the service. Members are responsible for payment of charges for the connection between the Member's personal computer and a PRODIGY service telephone exchange or value added network. Members wishing to access the PRODIGY service from locations outside one of these local telephone exchanges should contact Prodigy Membership Services. Hours of access to the PRODIGY service are as stated on the service, subject to inter-

ruptions at Prodigy's discretion. No person shall access the PRODIGY service using the ID and password of any Member without the prior specific consent of such Member. **Unauthorized access to the PRODIGY service or to restricted portions of the service is a breach of this Agreement and a violation of law.**

IDs and Passwords.

Access to and use of the PRODIGY service is through a combination of an ID and a password. Prodigy will assign an ID, consisting of a combination of numbers and letters, to each Member. The ID is your address on the PRODIGY service and may be disclosed to others. Your password is the key that unlocks access to your personal information on the service. Anyone knowing both your ID and password can gain access to your personal information and misuse it.

Prodigy will supply new Membership Holders with a temporary password, which they will be required to change upon enrollment. The Membership Holder may authorize up to 5 other Members who will be required to choose their own password when they enroll. Each Member must keep their password strictly confidential. For security reasons, Members are advised to change their password frequently.

REMEMBER YOUR PASSWORD! Prodigy may reissue a password if forgotten by a Member, under procedures determined by Prodigy, but reserves the right to charge for reissued passwords.

If any Member chooses to make use of automatic logon capabilities, that Member assumes all responsibility for any abuse that may result. Such abuses may include, for example, use of credit card information associated with the Member's ID/ password by anyone having access to the software or machine containing the automatic logon information.

6. Information and Material Supplied to Members by Prodigy

Limitation of Liability.

ANY LIABILITY OF PRODIGY, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF THE MEMBER TO PRODIGY FOR THE PRODIGY SERVICE IN THE PRECEDING 12 MONTHS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Limited Warranty.

PRODIGY WARRANTS THAT, IF A MEMBERSHIP HOLDER IS DISSATISFIED WITH THE SERVICE, UPON NOTIFICATION FROM THE MEMBERSHIP HOLDER, PRODIGY WILL TERMINATE THE MEMBERSHIP AND REFUND THE SERVICE FEES FOR THE CURRENT MONTH AND ANY PREPAID FEES FOR FUTURE MONTHS. OTHER THAN THE FOREGOING, NO WARRANTY IS MADE BY PRODIGY REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE PRODIGY SERVICE, INCLUDING WITHOUT LIMITATION THE PRODIGY SOFTWARE LICENSED HEREUNDER, AND PRODIGY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION:

(1) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Information Providers.

Opinions, advice and all other information expressed by information providers on the PRODIGY service are those of the providers and not of Prodigy, and should not be relied on for important personal decisions. For individual situations, specific professional advice should be sought.

Copyright.

Except for public domain material, all material displayed on the PRODIGY service is copyrighted, and may not be copied, redistributed or downloaded, in whole or in part, without the prior consent of the copyright owner, unless otherwise clearly stated in this Agreement or on the service.

Members may reproduce copyrighted materials displayed on the PRODIGY service solely for their own personal use, and not for use by others, but shall preserve any copyright or other proprietary rights notices contained in or associated with such information, and may not redistribute such materials to others, whether or not for charge or consideration.

Prodigy owns the copyright to the PRODIGY service as a whole and to the material it has created or acquired. Merchants own the copyright to their respective advertisements and screen displays. Portions of the PRODIGY software © Microstar Software Ltd., 1985-1990. All Rights Reserved.

Dow Jones & Company, Inc. and SportsTicker, a Division of Telerate Systems Incorporated, own the copyright to material identified as belonging to them, and any

Member is permitted to store, manipulate, analyze, reformat, print and display such material for those using such Member's personal computer only, but may in no event redistribute such material, nor use such material in a commercial or business related manner either as a person engaged in broker/dealer activities in the purchase or sale of negotiable financial instruments or in the provision of print or electronic publications and services, or radio, television, and cable television services, including programming.

Any Member is permitted to store, manipulate, analyze, reformat, print and utilize material from **The Associated Press** carried on the PRODIGY service (the "AP Material") for personal use by that Member only, but may in no event redistribute the AP Material, nor use the AP Material in a commercial or business related manner as a person engaged in the provision of print or electronic publications and services or radio, television, and cable television services, including programming. Members shall not, directly or indirectly, publish, broadcast or distribute the AP Material or portions thereof in any medium, except that corporate, governmental and institutional Members may use portions of the AP Material for internal printed communications and memoranda. The Associated Press or Press Association, Inc. shall not be liable in any way to any Member, third party or other person who may receive the AP Material, or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby. In no event shall The Associated Press or Press Association, Inc. be liable for any direct, consequential, punitive, special or any other damages arising in any way from the availability of the AP Material regardless of the form of action, whether contract or tort.

PRODIGY Software License.

The PRODIGY software, and each revised version thereof, is licensed to each Member solely for use in accessing the PRODIGY service from within the United States, and may be used or copied solely as instructed for such use. Use or copying for any other purpose is prohibited by law and is a breach of this Agreement. By

using the PRODIGY software, each Member accepts the terms of this license. This license shall terminate upon termination of the membership for which it was issued, and upon such termination the Membership Holder must return all PRODIGY software to Prodigy or destroy it.

7. Information Supplied to Prodigy by Members

One of the valuable and unique features of the PRODIGY service is its ability to personalize information and transaction services to each Member's interests. Personalization is based on data provided by the Member (or Membership Holder) to Prodigy, data derived from the Member's use of the PRODIGY service, and the Member's responses to Prodigy's questions and surveys. Members may review or update certain personal data they have provided to Prodigy through the "TOOLS" screens on the service, or by a request made to Membership Services. Members may be requested to supplement or update their personal data from time to time. Name, address and other personal information provided by a Member on the service must be true and accurate. Such information is subject to verification by Prodigy.

Prodigy may use or disclose aggregated (not individually identifiable) information regarding Members for any purpose. Individually identifiable information will be used or disclosed by Prodigy only: (1) to personalize the PRODIGY service; (2) as necessary to provide any information, services, or merchandise offered or ordered through the PRODIGY service, and for other internal purposes such as billing, accounting, membership services, market analysis, and product design and improvement; (3) to make Members aware of new areas and features of the PRODIGY service which may be of special interest to them; (4) to protect the security of the PRODIGY service, or to protect the rights or property of Prodigy or its Members or Merchants; (5) as required by law; or (6) in any other manner consistent with this Agreement. Members' addresses, phone numbers and other relevant information will be provided to Merchants along with orders placed by Members.

Information regarding a Member's financial holdings, medical history, and credit card number(s), which may be requested in certain specialized areas of the PRODIGY service in order to provide a particular product or service, shall be used or disclosed only for the purposes for which such information is collected, or as required by law.

8. Information Supplied by Members to other Members through the PRODIGY Service

The PRODIGY service enables Members to share information with other Members. Members agree not to submit, publish, or display on the PRODIGY service any defamatory, inaccurate, abusive, obscene, profane, sexually explicit, threatening, ethnically offensive, or illegal material. Use of fictitious names is prohibited. Transmission of material that violates any federal, state, or local law is prohibited and is a breach of this Agreement. Prodigy reserves the right to review and edit any material submitted for display or placed on the PRODIGY service, excluding private electronic messages, and may refuse to display or remove from the service any material that it, in its sole discretion, believes violates this Agreement or is otherwise objectionable.

Members agree not to engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the PRODIGY service without Prodigy's prior written consent. Members are responsible for information they send or display through the PRODIGY service, even if a claim should arise after termination of service.

Messaging.

Prodigy will not intentionally inspect the contents of private electronic messages sent by one Member to an identified addressee, or disclose such contents to other than

the sender or an intended recipient, without the consent of the sender or the intended recipient, unless permitted to do so by law. Private electronic messages shall mean messages sent by a Member for receipt through the Message Center feature. Prodigy reserves the right to delete private electronic messages from a Member's Message Center after a period of time established by Prodigy.

Prodigy may permit Merchants to use the Message Center for commercial purposes.

Public Postings Areas.

Those areas of the service where Members may submit material and view material submitted by other Members, such as bulletin boards or conferences, may be used for any lawful purpose consistent with this Agreement and the rules of the bulletin board. Anyone posting information in these areas thereby consents to the placement of such material in the public domain. The placement of copyrighted material in any public postings area of the service without the consent of the copyright owner is prohibited. Prodigy shall have no liability for information displayed in a public postings area. Each Member who submits material to a public postings area agrees to indemnify Prodigy and hold it harmless from any claim or action whatsoever arising from such submission; each Member is responsible for any submission under his/her ID. Prodigy reserves the right, without liability, to remove and not to display any material at the sole discretion of Prodigy. All material submitted to a public postings area will be automatically deleted according to criteria established by Prodigy.

9. Notices

Notices by Prodigy to Members may be given by means of electronic message through the PRODIGY service using the Message Center feature, by a general posting on the service, or by conventional mail. Notices by Members to Prodigy may be given by electronic message or conventional mail, unless otherwise specified in this Agreement.

All notices to Prodigy by means of electronic message must be sent by selecting "Ask PRODIGY" from the About PRODIGY Menu.

All notices to Prodigy by conventional mail must be sent to:

Prodigy Membership Services
445 Hamilton Avenue
White Plains, NY 10601

Special Notice to California Members.

For a special notice to California Members under California Civil Code Section 1789.3, select "Policies" from the About PRODIGY Menu.

10. Miscellaneous

This Agreement, accepted upon enrolling in the PRODIGY service, contains the entire agreement between the Member and Prodigy regarding the use of the PRODIGY service and the PRODIGY software, and may only be amended upon notice by Prodigy to Members, or by a writing signed by the Member and an authorized official of Prodigy. Unless otherwise explicitly stated, the provisions of this Agreement shall survive its termination. This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws rules. Prodigy Membership Services can be reached for information and assistance: (a) by any person who is not enrolled as a Member, by calling 1-800-284-5933; or (b) by enrolled Members, by selecting "Ask PRODIGY" from the About PRODIGY Menu or by calling 1-914-962-0310.